

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
WESTERN DIVISION**

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS

APR 09 2015

JAMES W. McCORMACK, CLERK
By: M. J. [Signature] DEPT. CLERK

EGERIA P. MARTINEZ

Plaintiff,

-against-

PORTFOLIO RECOVERY ASSOCIATES,
LLC
A Virginia Corporation

Defendant.

Civil Action No. 4:15CV203-KGB

JURY TRIAL DEMANDED

This case assigned to District Judge Baker
and to Magistrate Judge VOICE

ORIGINAL COMPLAINT

Plaintiff, Egeria P. Martinez, (Martinez), by her undersigned counsel brings this action against

Portfolio Recovery Associates, LLC (Portfolio), and states:

STATEMENT OF JURISDICTION AND VENUE

1. Jurisdiction of this Court arises pursuant to 28 U.S.C. §1331 and 15 U.S.C. §1692k(d).
2. This action arises out of Defendant's violations of the Fair Debt Collection Practices Act, 15 U.S.C. §1692, et seq.
3. The acts and events complained of in this Complaint occurred within Saline County, Arkansas.

4. Venue is proper pursuant to 28 U.S.C. §1391(b)(2) because the events giving rise to the claims occurred here, Plaintiff resides here, and Defendant transacts business here.

PARTIES TO THE CLAIM

5. The averments set forth in paragraphs 1-4 are adopted herein and incorporated as if set forth word for word.

6. Martinez is a resident of Alexander, Saline County, Arkansas, and is a “consumer” as defined by 15 U.S.C. §1692a(3), and/or “any person” as defined by 15 U.S.C. §1692d;

7. At the time of the incident described further herein, Portfolio was a corporation duly authorized to conduct business in the State of Arkansas as a “debt collector,” as that term is defined by 15 U.S.C. §1692a(6) and is registered and licensed with the Arkansas State Board of Collection Agencies, and attempting to collect a “debt,” as defined in 15 U.S.C. §1692a(5).

8. Portfolio is being served via its registered agent:

Corporation Service Company
300 Spring Building, Suite 900
300 S. Spring Street
Little Rock, AR 72201

FACTUAL BACKGROUND

9. The averments set forth in paragraphs 1-8 are adopted herein and incorporated as if set forth word for word.

10. Portfolio filed a lawsuit against Martinez in the District Court of Saline County, Arkansas on August 26, 2014 alleging a consumer debt.

11. The lawsuit and attached affidavit alleges Martinez defaulted on a credit card account obligation with the original creditor, Citibank, N.A.. A copy of that suit is attached hereto as “**Exhibit 1**” and incorporated as if set forth word for word.

12. Portfolio asserted it purchased and was assigned the account.

13. The Complaint filed by Portfolio, and the attached affidavit, reflect an amount due of \$4,150.87.

14. According to Portfolio's own attached account statement, the amount allegedly owed by Martinez contains charges for interest as well as fees in addition to the principal amount of the alleged obligation.

15. No account agreement is attached to the lawsuit on which Portfolio bases its claims. Because no contract is attached, the relief requested contains amounts not authorized by contract in violation of **15 U.S.C. §1692f(1)**.

16. The Complaint further requests costs, post-judgment interest at the contract rate and for all other proper relief.

17. Because "costs, post judgment interest at the contract rate and all other proper relief" are not authorized by the agreement creating the debt, the Complaint seeks to collect amounts not authorized by contract in violation of **15 U.S.C. §1692f(1)**.

18. By not attaching the agreement upon which it is suing, Portfolio is making a false representation of the character, amount, or legal status of the debt in violation of **15 U.S.C. §1692e(2)(A)**.

19. By not attaching the agreement upon which it is suing, Portfolio is engaging in unfair or unconscionable means in its attempt to collect the alleged debt in violation of **15 U.S.C. §1692f**.

20. Portfolio has attached no contractual authorization from the original creditor that the original creditor was authorized to assign, transfer or sell Martinez's account; therefore, Portfolio is in violation of **15 U.S.C. §1692e(5)** as Portfolio has evidenced no standing to sue

Martinez and is taking action it cannot legally take.

21. Portfolio is in violation of **15 U.S.C. §1692e(10)** by making false representations and engaging in deceptive means in attempting to collect the debt by its inability to document any agreement between Martinez and any creditor.

22. At the time it commenced the action against Martinez, Portfolio possessed insufficient evidence and intended not to further investigate in violation of **15 U.S.C. §1692(e)(5)**.

23. Portfolio failed to send Martinez written notice, within five days after its initial communication, containing the information required under **15 U.S.C. §1692g(a)**.

24. Portfolio's conduct violates the FDCPA for which strict liability applies pursuant to 15 U.S.C. §1692, et seq.

25. Portfolio's conduct violates the FDCPA for which statutory damages apply pursuant to 15 U.S.C. §1692k(a)(2)(A).

VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

26. The averments set forth in paragraphs 1-25 are adopted herein and incorporated as if set forth word for word.

27. Portfolio is in violation of the following sections of the Fair Debt Collection Practices Act as alleged above:

a. 15 U.S.C. §1692e(2)(A): Making a false representation of the character, amount, or legal status of any debt;

b. 15 U.S.C. §1692e(5): Taking action that cannot legally be taken or that is not intended to be taken;

c. 15 U.S.C. §1692e(10): The use of any false representation or deceptive means to collect any debt;

d. 15 U.S.C. §1692f: Using unfair or unconscionable means to collect or attempt to collect any debt;

e. 15 U.S.C. §1692f(1): The collection of any amount unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

f. 15 U.S.C. §1692g(a).

DAMAGES

28. The averments set forth in paragraphs 1-27 are adopted herein and incorporated as if set forth word for word.

29. As a direct and proximate result of the occurrence made the basis of this lawsuit, Martinez is entitled to the following damages:

- a. actual costs, expenses and attorney fees pursuant to 15 U.S.C §1692(k)(a)(3);
- b. statutory damages in the maximum amount of: \$1,000.00 pursuant to 15 U.S.C. §1692(k)(a)(2)(A).
- c. actual damages pursuant to 15 U.S.C. §1692k(a)(1) for mental anguish, stress and humiliation.

DEMAND FOR JURY TRIAL

30. The averments set forth in paragraphs 1-29 are adopted herein and incorporated as if set forth word for word.

31. Martinez demands a jury trial on all issues so triable.

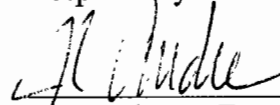
PRAYER

WHEREFORE, Martinez prays that:

- 1. She be granted statutory damages pursuant to the 15 U.S.C. §1692k(a)(2)(A);

2. She be granted actual damages pursuant to the 15 U.S.C. §1692k(a)(1);
3. She be granted costs and attorney fees pursuant to 15 U.S.C. §1692k(a)(3).

Respectfully submitted,



J.R. Andrews, Esq. ABN 92041

ANDREWS LAW FIRM

2014 Martha Drive

Little Rock, Arkansas 72212

Telephone: (501) 680-3634

jrandrewsatty@yahoo.com

PORTFOLIO RECOVERY ASSOCIATES, LLC

PLAINTIFF

V.

CASE NO. CW-14-632

EGERIA P MARTINEZ

Filed on this
26 day of Aug, 2014 DEFENDANT

COMPLAINT

Douglas Burdette
District Court of Saline County,
Lynch Division Court Clerk

Comes the Plaintiff and for its cause of action against the Defendant, states:

1. That the Plaintiff is a corporation authorized to bring this action under Ark. Code Ann. § 4-27-1501.
2. That the Defendant is a resident of SALINE County, Arkansas.
3. Jurisdiction and venue are proper in this Court.
4. That Defendant purchased certain items with extensions of credit obtained on his/her CITIBANK, N.A. / THE HOME DEPOT account. This account was purchased by, and assigned to the Plaintiff for good and valuable consideration.
5. That the amount past due on said account, which has not been paid, and has been owed for a period of time is as follows, principle amount, \$4,150.87 as set out in Plaintiff's Affidavit which is attached hereto and incorporated herein by reference.
6. That demand has been made for the payment of same, yet the balance remains unpaid.

WHEREFORE, Plaintiff prays for Judgment against Defendant in the amount of \$4,150.87, plus all costs herein paid and expended, for post-judgment interest at the contract rate, and for all other proper relief

JENNIFER P. SANDERS
PORTFOLIO RECOVERY ASSOCIATES, LLC
120 CORPORATE BLVD
NORFOLK, VA 23502

15-95973

JENNIFER P. SANDERS, (20020047)

Exhibit
1

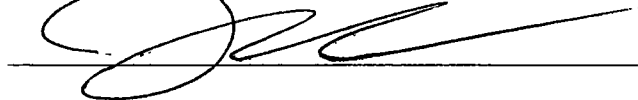
AFFIDAVIT

State of Virginia
City of Norfolk ss.

I, the undersigned, Joann F. Cuffee, Custodian of Records, for Portfolio Recovery Associates, LLC hereby depose, affirm and state as follows:

1. I am competent to testify to the matters contained herein.
2. I am an authorized employee of Portfolio Recovery Associates, LLC, ("Account Assignee") which is doing business at Riverside Commerce Center, 120 Corporate Boulevard, Norfolk, Virginia, and I am authorized to make the statements, representations and averments herein, and do so based upon a review of the business records of the Original Creditor **CITIBANK, N.A./THE HOME DEPOT** and those records transferred to Account Assignee from **CITIBANK, N.A.** ("Account Seller"), which have become a part of and have integrated into Account Assignee's business records, in the ordinary course of business.
3. According to the business records, which are maintained in the ordinary course of business, the account, and all proceeds of the account are now owned by the Account Assignee, all of the Account Seller's interest in such account having been sold, assigned and transferred by the Account Seller on **10/29/2013**. Further, the Account Assignee has been assigned all of the Account Seller's power and authority to do and perform all acts necessary for the settlement, satisfaction, compromise, collection or adjustment of said account, and the Account Seller has retained no further interest in said account or the proceeds thereof, for any purpose whatsoever.
4. According to the records transferred to the Account Assignee from Account Seller, and maintained in the ordinary course of business by the Account Assignee, there was due and payable from **EGERIA P MARTINEZ** ("Debtor and Co-Debtor") to the Account Seller the sum of **\$4,150.87** with the respect to account number **ending in 2262** as of the date of **2/20/2013** with there being no known un-credited payments, counterclaims or offsets against the said debt as of the date of the sale.
5. According to the account records of said Account Assignee, after all known payments, counterclaims, and/or setoffs occurring subsequent to the date of sale, Account Assignee claims the sum of **\$4,150.87** as due and owing as of the date of this affidavit.
6. Plaintiff believes that the defendant is not a minor or an incompetent individual, and declares that the Defendant is not on active military service of the United States.

Portfolio Recovery Associates, LLC

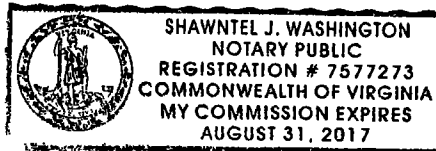


By: Joann F. Cuffee, Custodian of Records

Subscribed and sworn to before me on

MAY 08 2014


Notary Public



This communication is from a debt collector and is an attempt to collect a debt.
Any information obtained will be used for that purpose.

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT dated October 29, 2013, is by Citibank, N.A., a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 (the "Bank") to Portfolio Recovery Associates, LLC ("Buyer"), organized under the laws of Delaware, with its headquarters/principal place of business at 130 Corporate Boulevard, Norfolk, VA 23502.

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated August 22, 2013, between Buyer and the Bank (the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, the Accounts described in Exhibit 1 and the final electronic file.

Citibank, N.A.

By: 
(Signature)

Name: Patricia Hall

Title: Financial Account Manager

SIGN UP FOR SAVINGS:
homedepot.com/signupCustomer Service:
myhomedepotaccount.comAccount Inquiries:
1-866-458-7683Account Statement
Send Notice Billing Errors and Customer Service Inquiries to:
HOME DEPOT CREDIT SERVICES
PO Box 790328, St. Louis, MO 63179

Account Number: [REDACTED] 2262

Summary of Account Activity

Previous Balance	\$3,907.61
Payments	-\$0.00
Other Credits	-\$0.00
Purchases	+\$0.00
Fees Charged	+\$35.00
Interest Charged	+\$208.26
New Balance	\$4,150.87
Past Due Amount	\$567.00

Credit Limit	\$0.00
Available Credit	\$0.00
Statement Closing Date	02/19/2013
Next Statement Closing Date	03/22/2013
Days in Billing Cycle	28

Payment Information

New Balance	\$4,150.87
Minimum Payment Due	\$704.00
Payment Due Date	March 18, 2013

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about	And it will end up paying an estimated total of
Only the minimum payment	16 years	\$9,317
\$159	3 years	\$5,707 (Savings=\$3,610)

If you would like information about credit counseling services, call 1-877-337-8188.

Your minimum payment due is \$704.00. To avoid interest charges on your non-promotional (revolving) balance and any expiring promotions, pay \$3,813.24 by March 18, 2013. If you pay your non-promotional balance in full every month, no additional billed interest charges will apply. Interest accrues daily from your statement closing date until we receive your payment, so please check your next statement for any additional interest you may have incurred.

You must pay your promotional balance of **\$337.63** in full by **06/18/13** to avoid paying deferred interest charges.

TRANSACTIONS

Trans Date	Description	Reference #	Amount
FEES			
02/18	LATE FEE		\$ 35.00
	TOTAL FEES FOR THIS PERIOD		\$ 35.00

How to read your billing statement

See at-a-glance exactly when your payment is due, any new transactions, your new balance and minimum payment due. It's all right here.

Please see page 5 for additional information.

8 HD 14

PLEASE SEE IMPORTANT INFORMATION ON PAGES 2 AND 4

Page 1 of 6

This Account is Issued by Citibank, N.A.

↓ Please detach and return lower portion with your payment to insure proper credit. Retain upper portion for your records. ↓

P.O. Box 790393
St. Louis, MO 63179

Your Account Number [REDACTED] 2262

Payment Due Date	March 18, 2013
New Balance	\$4,150.87
Past Due Amount†	\$567.00
Minimum Payment Due	\$704.00

Amount Enclosed: \$

†Past Due Amount is included in the Minimum Payment Due
Print address changes on the reverse side
Make Checks Payable to ▼

Statement Enclosed

EGIERIA P MARTINEZ
8614 MABELVALE PIKE
LITTLE ROCK, AR 72209-4229

HOME DEPOT CREDIT SERVICES
PO BOX 182676
COLUMBUS, OH 43218-2676

2262

Information About Your Account.

How to Avoid Paying Interest on Purchases. Your payment due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your New Balance by the payment due date each month. This is called a grace period on purchases. If you do not pay the New Balance in full by the payment due date, you will not get a grace period on purchases until you pay the New Balance in full for two billing cycles in a row.

If you have a balance subject to a deferred interest or 0% APR promotion and that promotion does not expire before the payment due date, that balance (the "excluded balance") is excluded from the amount you must pay in full to get a grace period. However, you must still pay any separately required payment on the excluded balance. In billing cycles in which payments are allocated to deferred interest balances first, the deferred interest balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases so long as you pay the New Balance less any excluded balances in full by the payment due date each billing cycle. We may refer to deferred interest promotions as No Interest promotions.

In addition, certain promotional offers may take away the grace period on purchases. Other promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If either is the case, the promotional offer will describe what happens.

How We Calculate Your Balance Subject to Interest Rate. For each balance, the letter following the Annual Percentage Rate in the Interest Charge Calculation section on the front of the statement indicates the method we use to calculate interest charges. For Methods C, H and M, we use a daily balance method (including current transactions) to calculate interest charges. For Methods I and L, we use an average daily balance method (including current transactions) to calculate interest charges. For Method K, we use an average daily balance method (excluding current transactions) to calculate interest charges. To find out more information about the balance computation method that applies to your account and how the resulting interest charges were determined, contact us at Customer Service number on the front.

Important Payment Instructions.

Right to Prepay Your Account. You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

Crediting Payments. If we receive your mailed payment in proper form at our processing facility by 5 p.m. local time there, it will be credited as of that day. A payment received there in proper form after that time will be credited as of the next day. Allow 5 to 7 days for payments by regular mail to reach us. There may be a delay of up to 5 days in crediting a payment we receive that is not in proper form or is not sent to the correct address. The correct address for regular mail is the address on the front of the payment coupon. The correct address for courier or express mail is the Express Payments Address in the Express Payments section.

PLEASE SEE IMPORTANT INFORMATION ON PAGE 4

Proper Form. For a payment sent by mail or courier to be in proper form, you must:

- **Enclose** a valid check or money order made payable to Home Depot Credit Services. No cash, gift cards, or foreign currency please.
- **Include** your name and account number on the front of your check or money order.

If you send an eligible check with this payment coupon, you authorize us to complete your payment by electronic debit. If we do, the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also, the check will be destroyed.

Copy Fee. We charge \$5 for each copy of a billing statement that dates back 3 months or more. We add the fee to a balance of our choosing. We reserve the right to add this fee to balances subject to a higher annual percentage rate. We waive the fee if your request for the copy relates to a billing error or disputed purchase.

Payment Options Other Than Regular Mail.

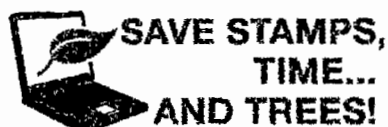
- **Online Payments.** Visit myhomedepotaccount.com and sign up for free online payments. Enrollment may take a few days. If we receive your request to make an online payment by 5 p.m. Eastern time, we will credit your payment as of that day and it will post within three business days. If we receive your request to make an online payment after that time, we will credit your payment as of the next day and it will post within three business days. For security reasons, you may be unable to pay your entire New Balance with your first online payment.
- **AutoPay Service.** If you are enrolled in this service, your payment amount will be deducted automatically each month on your due date from the bank account you select.
- **Pay by Phone Service.** You may use this service any time to make a payment by phone, if your account is eligible. You will be charged \$14.95 to use this service if a representative of ours helps expedite your payment. Call by 5 p.m. Eastern time to have your payment credited as of that day and posted within three business days. If you call after that time, your payment will be credited as of the next day and posted within three business days. We may process your payment electronically after we verify your identity.
- **Express Payments.** You can send payment by courier or express mail to the Express Payments Address. This address is: Customer Service Center, Attention: Payment Mail Opening, 1500 Boltonfield St., Columbus, OH 43228. Payment must be received in proper form at the proper address by 5 p.m. Eastern time to be credited as of that day. All payments received in proper form at the proper address after that time will be credited as of the next day.
- **In-Store Payments.** For your added convenience, payments can be made at The Home Depot® stores, with no service fee. Any payment in proper form accepted in-store will be credited as of that day. However, credit availability may be subject to verification of funds.

HD-2 JAN13

Page 2 of 6

Change of Address

Print address changes in blue or black ink.



Register now for Paperless Statements and more at
myhomedepotaccount.com

TRANSACTIONS (cont.)

Trans Date	Description	Reference #	Amount
INTEREST CHARGED			
02/19	INTEREST CHARGE ON PURCHASES		\$ 208.26
	TOTAL INTEREST FOR THIS PERIOD		\$ 208.26

2013 Totals Year-to-Date	
Total Fees Charged in 2013	\$70.00
Total Interest Charged in 2013	\$246.58

PROMOTIONS	Original Trans Amount	Trans Date	Previous Promotion Balance	Payments and Credits	Billed Interest Charges	New Promotion Balance	Promo Monthly Payment	Deferred Interest Charges	Expiration Date
NO INT FOR 12MOS-PMT REQ	\$337.63	05/26/12	\$337.63	-	-	\$337.63	-	\$56.69	06/18/13
NO INT FOR 6MOS-PMT REQ	\$568.54	08/02/12	\$568.54	-	\$70.06	\$638.60	-	\$59.85	exp'd 02/18/13
NO INT FOR 6MOS-PMT REQ	\$501.63	08/06/12	\$501.63	-	\$60.49	\$562.12	-	\$51.52	exp'd 02/18/13
NO INT FOR 6MOS-PMT REQ	\$368.79	08/12/12	\$368.79	-	\$43.07	\$411.86	-	\$36.49	exp'd 02/18/13

INTEREST CHARGE CALCULATION			Your Annual Percentage Rate (APR) is the annual interest rate on your account.	
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge	
PURCHASES				
Revolving Balance	21.00% (M)	\$2,150.15	\$34.64	
NO INT FOR 12MOS-PMT REQ	21.00% (M)	-	-	
NO INT FOR 6MOS-PMT REQ	21.00% (M)	\$633.28	\$70.06	
NO INT FOR 6MOS-PMT REQ	21.00% (M)	\$557.46	\$60.49	
NO INT FOR 6MOS-PMT REQ	21.00% (M)	\$408.43	\$43.07	

Credit Reporting Disputes. If you think we reported inaccurate information to a credit bureau write us at the Customer Service address shown on Page 1.

Report a Lost or Stolen Card Immediately. Call the Account Inquiries number shown on Page 1.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at the address for billing inquiries and correspondence shown on Page 1 of your statement.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (**Note:** Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address for billing inquiries and correspondence shown on Page 1 of your statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

KEY CREDIT TERMS - NO INTEREST IF PAID IN FULL WITHIN 6 MONTHS*. \$299 minimum purchase required. Minimum payments required. Interest will be charged to your account from the purchase date if the purchase balance (including premiums for optional credit insurance) is not paid in full within 6 months or if you make a late payment.

*With credit approval for qualifying purchases made on The Home Depot or EXPO Design Center Consumer Credit Card, 17.99% - 26.99% APR. Minimum interest charge \$2. See card agreement for details including APR applicable to you. Offer is only valid for consumer accounts and is subject to change without notice.

Your new statement: Clear. Concise. Easy to read.

Clear.

Statements are written in everyday language that you'll be able to read and understand. They show you exactly how much you've spent, how much you owe, when you owe it and how long it may take you to pay it off.

Concise.

The information is "bucketed" into sections that make it easy to find what you're looking for and is written in normal, everyday language.

Easy to read.

Not only are the words themselves easier to understand, they're in a larger and easier to read type face.

Account Number / Contact Information

Summary of Account Activity

Monthly account activity-payments, credits, fees, and interest charged

Payment Information

Your balance, minimum payment and due date

Payment Calculator

An estimated time it will take to pay off your balance if making just the minimum payment and how much you should pay each month to pay off your balance within 36 months

Transactions

See clearly the activity that occurred to create your monthly balance: purchases, payments and credits, fees and interest for the billing period

Change of Address

Update our records with your new address information

Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

PO BOX 99999, CITY, ST 00000-9999

Account Number: 9999 9999 9999 9999

Customer Service:

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Account Inquiries:

1-800-999-9999; 1-900-999-9999

Summary of Account Activity

Previous Balance	\$9,999,999.99
Payments	-\$9,999,999.99
Other Credits	-\$9,999,999.99
Purchases	+\$9,999,999.99
Fees Charged	+\$9,999,999.99
Interest Charged	+\$9,999,999.99
New Balance	\$9,999,999.99
Past Due Amount	\$9,999,999.99

Payment Information

New Balance	-\$9,999,999.99
Minimum Payment Due	-\$9,999,999.99
Payment Due Date	Month DD, YYYY
Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.	
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:	

If you make no additional charges using this card each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	10 years	\$999,999.999
\$299	3 years	\$999,999.999 (Savings-\$999,999)

If you would like information about credit counseling services, call 1-800-999-9999.

Credit Limit	\$9,999,999.99
Available Credit	\$9,999,999.99
Statement Closing Date	MM/DD/YYYY
Next Statement Closing Date	MM/DD/YYYY
Days in Billing Cycle	99

TRANSACTIONS

Trans Date	Description	Reference #	Amount
MM/DD	THE HOME DEPOT Dacula GA ELECTRICAL AND LIGHTING BLINDS AND WALLPAPER PLUMBING KITCHEN AND BATH PROMOTIONAL PURCHASES To avoid interest charges, please pay above in full by MM/DD/YYYY. Monthly payments required.		-\$9,999,999.99
MM/DD	THE HOME DEPOT Dacula GA CREDIT BLINDS AND WALLPAPER SEASONAL GARDEN PLUMBING		-\$9,999,999.99

PLEASE SEE IMPORTANT INFORMATION ON PAGES 2 AND 4.

Page 1 of 2

This Account is issued by Citicredit, N.A.



P.O. Box 99999
City, ST 00000-9999

Statement Enclosed

Your Account Number is 9999 9999 9999 9999

SAVING HAS NEVER BEEN EASIER AT THE HOME DEPOT®

Be the first to know about exclusive email savings. Sign up today at homedepot.com/signup.

Payment Due Date Month DD, YYYY
New Balance \$9,999,999.99
Past Due Amount \$9,999,999.99
Minimum Payment Due \$9,999,999.99

Amount Enclosed: \$

What Due Amount is included in the Minimum Payment Due. Print address changes on the reverse side. Make Checks Payable to ✓

P 476N BY 00 A J CR1320E17

ANYONE USA
ADDRESS LINE 1
ADDRESS LINE 2
CITY, ST 99999-9999

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

PO BOX 99999

CITY, ST 99999-9999

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

PPPHN MMMMM TTTTTT LLLLLL AAAAAAAAAAAAAAAAAA CCAD

Change of Address
Print address changes in blue or black ink.

SAVE STAMPS,
TIME...
AND TREES!

Register now for Paperless Statements and more at myhomedepotaccount.com

Everyday
Offer

NO INTEREST IF PAID IN FULL WITHIN 6 MONTHS*

on purchases of \$299 or more. Minimum payments required. Interest will be charged to your account from the purchase date if the purchase balance (including premiums for optional credit insurance) is not paid in full within 6 months or if you make a late payment. *See page 4 for details.

More saving. More doing.

Remit Coupon

Easily identifies payment due date, new balance, past due amount, minimum payment due and a section to write in the amount of your payment

HD/EX JAN 13